

ITEM 2-3

USFS ROAD USE PERMIT

USFS ROAD USE PERMIT

ITEM 11-3

U.S. Department of Agriculture - Forest Service

Authority:

ROAD USE PERMIT
(Re: FSM 7770)Acts of 6/30/14, 4/24/50, 6/12/60, and 10/14/64,
(16 U.S.C. 498, 572, 530, and 532-38)Genwal Coal Company
(Name)of P.O. Box 38, Orangeville, Utah 84537
(Address and ZIP Code)

(hereafter called the permittee) is hereby granted use of the following road(s) or road segments:

Crandall Canyon Road, F.S. No. 50248 (approximately 1-1/2 miles from the
junction of FH-7 to construction station 88+46.87).on the Manti-LaSal National Forest, subject to the provisions of this permit including
clauses 2-1 through 18, on page(s) 1 through 4 for the purpose of hauling
coal from the Genwal Coal Company Mine.

The exercise of any of the privileges granted in this permit constitutes acceptance of all the conditions of the permit.

~~1. INVESTMENT SHARING RATE. The permittee shall pay to the Forest Service a fee of \$100.00 per acre per year for the use of the land for the purpose of hauling coal.~~

2-1. WORK REQUIRED TO ACCOMMODATE PERMITTED USE. In accordance with this use, the permittee shall perform the work described below and in accordance with plans and specifications attached hereto: The work required shall include the construction of 1-1/2 miles of road and a 60-foot double-lane bridge across Huntington Creek, including eight (8) inches of gravel sub-base to be placed over the entire constructed road. (See attached continuation.)

WORK PERFORMANCE SCHEDULE. (Construction of required improvements or reconstruction will be completed before hauling commences.) Work shall be performed in accordance with the attached schedule.

(See attached continuation.)

~~2-2. COOPERATIVE WORK. All work shall be done in accordance with the attached schedule.~~~~2-3. CASH DEPOSITS IN LIEU OF WORK PERFORMANCE. The permittee shall deposit with the Forest Service a cash deposit of \$100.00 per acre per year for the use of the land for the purpose of hauling coal.~~~~2-4. CASH DEPOSITS IN LIEU OF WORK PERFORMANCE. The permittee shall deposit with the Forest Service a cash deposit of \$100.00 per acre per year for the use of the land for the purpose of hauling coal.~~~~2-5. CASH DEPOSITS IN LIEU OF WORK PERFORMANCE. The permittee shall deposit with the Forest Service a cash deposit of \$100.00 per acre per year for the use of the land for the purpose of hauling coal.~~

This permit is accepted subject to all of its terms and conditions.

ACCEPTED	Permittee (Name and Signature) <u>William C. Wan</u>	Date <u>May 21, 1981</u>
APPROVED	Issuing Officer (Name and Signature) <u>William H. Baly</u>	Title <u>Assistant Supervisor</u>
		Date <u>5/21/81</u>

Delete if not applicable.

(over)

7700-41 (10/73)

~~payment in a penal sum of not less than \$ _____ guaranteeing payment for road use up to this amount or in lieu thereof depositing in a Federal depository, through the Regional Fiscal Agent, and maintains therein negotiable securities of the United States having a market value in like sum and agreement authorizing the bond approving officer to sell or collect such securities if payment is not made within _____ () days of request therefor, the Forest Service shall permit road use in advance of cash payment up to the penal sum of such bond or market value at time of deposit of negotiable securities. provided, that regardless of the penal sum of such payment bond or the value of such deposited securities, the permittee shall pay cash within _____ () days of request therefor, for all performed road use. If any payment is not received within _____ () days of request therefor, the Forest Service may suspend all hauling under this permit until payments due are received, and may take such action as is necessary to collect such payments from the payment guarantee surety, or by sale or collection of securities guaranteeing payments. In the event the permittee fails to make payment and collection is obtained from the surety, or from the sale or collection of the deposited securities, the Forest Service may thereafter require the~~

~~2. USE PLANS. In writing of the approximate time when such use will commence, the permittee shall submit, in writing, the names and addresses of permittee's contractors or agents who will use the road on behalf of permittee, the estimated extent of use, and such other information relative to permittee's use of the road as the Forest Service may from time to time reasonably request. If and when during the year there is any significant change with respect to the information so supplied by permittee, the permittee will notify the _____ promptly in writing of such change. All such changes will be _____~~

~~3. USE RECORDS. The permittee shall maintain a record of all use of the road by the permittee, its contractors or agents, and shall submit a copy of such record to the Forest Service at the time of the annual report.~~

5. COMPLIANCE WITH LAWS AND REGULATIONS. The permittee, in exercising the privileges granted by this permit, shall comply with the regulations of the Department of Agriculture and all Federal, State, county and municipal laws, ordinances or regulations which are applicable to the area or operations covered by this permit.

6. USE NONEXCLUSIVE. The privileges granted in this permit to use this road are not exclusive. The Forest Service may use this road and authorize others to use it at any and all times. The permittee shall use said road in such manner as will not unreasonably or unnecessarily interfere with the use thereof by other authorized persons, including Forest Service.

7. RULES GOVERNING USE. The permittee, its agents, employees, contractors or employees of contractors, shall comply with all reasonable rules prescribed by the Forest Service for control and safety in the use of this road and to avoid undue damage to the road. Such rules will include:

(1) Upon reasonable notice, closing the road or restricting its use when, due to weather conditions, or the making of alterations or repairs, unrestricted use would in Forest Service judgment, cause excessive damage, or create hazardous conditions.

(2) Upon reasonable notice, closing the road during periods when, in Forest Service judgment, there is extraordinary fire danger;

(3) Traffic controls, which in Forest Service judgment, are required for safe and effective use of the road by authorized users thereof;

(4) Prohibition upon the loading of _____ trucks while such trucks are standing on the roadway surface, except to recover lost _____ material.

(5) Prohibition on the operation on this road of any vehicles or equipment having cleats or other tracks which will injure the surface thereof;

ITEM 11-3

(6) Prohibition on the operation of ~~the~~ hauling vehicles (of a width in excess of state legal limit and with a gross weight of vehicles and load in excess of state legal limit) (in excess of legal highway loads in the State).'

(7) Regulation of the number of vehicles so as to prevent undue congestion of this road.

(8) The Permittee shall not use an "active ingredient" as defined in Section 2 of the Federal Insecticide, Fungicide, and Rodenticide Act, as amended (86 Stat. 973), in violation of said act on the land described in this permit.

(9) Other-Specify (Optional)

a. The operator shall limit hauling truck speeds to 20 miles per hour.

b. A sign, warning other road users of heavy truck traffic, shall be placed at or before the bridge.

8. INSURANCE. Permittee shall be required to carry public liability and property damage insurance for the operation of vehicles, in the amounts established by applicable State laws, cooperative agreements, or easements issued on the subject road or roads. In any event, the permittee must carry liability insurance and property damage insurance of not less than \$ 100,000 for injury or death to one person, \$ 300,000 for injury or death to two or more persons, and \$ 50,000 for damage to property. Proof of satisfactory insurance may be required by the Forest Service prior to hauling over this road and will be for the duration of the permit, ~~and this insurance shall be maintained throughout the term of the permit.~~

9. MAINTENANCE. The permittee shall bear the expense of maintenance proportionate to his use. This expense will be borne by Genwal Coal Company, its agents and other users. Until such time as other use occurs, Genwal Coal Company shall perform all maintenance. At such time as other use commences, the Forest Service will determine the proportionate share of maintenance responsibilities for which each of the parties is to accomplish. The maintenance will be reapportioned based on both number and type of vehicles using the road, as well as the season of use.

Maintenance shall be performed in accordance with Forest Service specifications or requirements for maintenance as hereinafter listed, or as may be mutually agreed upon from time to time and shall consist of (1) current maintenance as necessary to preserve, repair, and protect the roadbed, surface and all structures and appurtenances, and (2) resurfacing equivalent in extent to the wear and loss of surfacing caused by operations authorized by this permit.

9a. MAINTENANCE AND RESURFACING REQUIREMENTS AND SPECIFICATIONS. (Specify)

Maintenance shall be performed on a routine recurring interval and shall be done in a manner that will preserve the road material and retain the road surface. Dust will be controlled, soft slopes will be reinforced, and rutting and road corrugation will be removed. See attached Maintenance Specification Exhibit I.

10. PERFORMANCE BOND. In the event the permittee is to perform his proportionate share of road maintenance, road resurfacing, or betterment, as determined and within time periods established by the Forest Supervisor, the Forest Service may require as a further guarantee of the faithful performance of such work that the permittee furnish and maintain a surety bond satisfactory to the Forest Service in the sum of _____ dollars (\$ 165,000.00), or in lieu of a surety bond, deposit into a Federal depository, as directed by the Forest Service, and maintain therein cash in the sum of _____ dollars (\$ 165,000.00), or negotiable securities of the United States having market value at time

of deposit of not less than _____ (\$ 165,000.00). As soon as security for the performance of road maintenance (and betterment) requirements or the settlement of claims incident thereto is completed, unencumbered cash guarantees or negotiable securities deposited in lieu of surety bond will be returned to the permittee.

11. FIRE PREVENTION AND SUPPRESSION. The permittee shall take all reasonable precautions to prevent and suppress Forest fires. No material shall be disposed of by burning in open fires during the closed season established by law or regulation without a written permit from the Forest Service.

12. DAMAGES. The permittee shall exercise diligence in protecting from damage the land and property of the United States covered by and used in connection with this permit, and promptly upon demand shall pay the United States for any damage resulting from negligence, or from violation of the terms of this permit or of any law or regulation applicable to the National Forests, by the permittee, or by his agents, contractors, or employees of the permittee acting within the scope of their agency, contract, or employment.

13. OFFICIALS NOT TO BENEFIT. No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this agreement or to any benefit that may arise herefrom unless it is made with a corporation for its general benefit.

14. OUTSTANDING RIGHTS. This permit is subject to all outstanding rights.

15. SUSPENSION. Upon the failure of the permittee, its agents, employees or contractors to comply with any of the requirements of this permit, the officer issuing the permit may suspend operations in pursuance of this permit.

16. TERMINATION. This permit shall terminate on June 1, 1986, unless extended in writing by the Forest Service. It may be terminated upon breach of any conditions herein. This permit shall be reviewed annually and is subject to revision at such time as conditions of use change.

17. In the event of any conflict between any of the preceding printed clauses or any provision thereof and any of the following clauses or any provisions thereof, the following clauses will control.

18. The environmental assessment prepared and approved for this activity shall be made a part of this permit. This permit is subject to the requirements, constraints, and mitigations developed in that assessment. (Copy attached.)

2-1. Work Required to Accommodate Permitted Use

The work will be performed in accordance with the plans submitted by the Permittee and approved by the Forest Service. The plans, specifications, and construction details shall be used and adhered to as follows:

- A. The work shall be constructed in accordance with Forest Service Standard Specifications for Construction of Roads and Bridges, dated 1979, unless alternate specifications are submitted by the Permittee. Any alternate specifications must be approved by the Forest Service.
- B. The Permittee shall supply all the materials, corrugated metal pipe culvert, and gravel surfacing, concrete, and other materials needed to construct the road and bridge.
- C. The Permittee shall provide quality control inspections during construction. Such inspection will include but not be limited to:
 1. That pipe materials are of the proper size, shape, gage, and quality as specified.
 2. That compactive effort is maintained as specified through inplace density tests. This action will require that the Permittee obtain moisture density curves for field samples prior to beginning construction activities.
 3. That aggregate surfacing gradations meet the specifications.
 4. That constructed sections conform to the lines and grades as shown on the plans and staked on the ground by the Permittee.
- D. The Inspectors provided by the Permittee shall be qualified to take the tests called for in the specifications. The Inspectors shall certify in writing that the work and materials comply with the specifications.
- E. Where materials are delivered to the job site, certification shall be made and given to the Forest Service prior to installation of the materials. A copy of the supplier's certification shall be forwarded to the Forest Service.
- F. In the specifications, the term "Contractor" refers to the Permittee, Genwal Coal Company. The term "Engineer" refers to the person or persons designated by the Permittee as their Project Engineer. Inspection by the Forest Service will be done to insure that the Permittee's Inspectors require compliance with the specifications.
- G. The term "Contracting Officer" refers to the Forest Supervisor.
- H. The Permittee will take the necessary steps to obtain a responsible contractor, as determined by a review of said contractor's past performance and financial capabilities. Said contractor will be agreeable to all parties of this permit.
- I. A preconstruction meeting with the Permittee, Construction Contractor, and the Forest Service will be arranged after the project has been staked and prior to construction.

- J. The following are highlights of the major items of Forest Service Standard Specifications that will be emphasized. This is not an exclusive listing, but only emphasizes those items not clearly covered in the Permittee's Engineering Report and Design:

Section 170 - Construction Staking

- 170(01) Construction Staking, Transit L-Line, Precision B
- 170(05) Slope Stake, Precision C
- 170(06) Finish Staking, Base Course, Precision B

Section 201 - Clearing and Grubbing

- 201(01) Clearing and Grubbing, Slash Treatment methods for Tops and Limbs: Piling and Burning, Removal, Logs: Piling and Burning, Removal, and Stumps: Piling and Burning.

Section 203 - Excavation and Embankment

- 203(03) Excavation, Placement Method 3, Tolerance Class B
- 203(11) Embankment, Placement Method 3, Tolerance Class B
- 203.15 Embankment Placing Methods

Method 3. Controlled Compaction. Delete, AASHTO T99 Method C or D, from the last sentence of the first paragraph and add ASTM D 1557-70, Method C.

Section 304 - Aggregate Base or Surface Course

- 304(10) Crushed Aggregate, Type - Base, Grading - D, Compaction - B.

ITEM 11-3

2-1. Work Performance Schedule:

- A. All construction, including the placement of 8 inches of gravel sub-base, shall be completed before hauling can commence. It is suggested that a surface treatment be applied as soon as possible to reduce maintenance requirements and to eliminate fugitive dust or prevent surfacing losses.
- B. In any event, 15 months after haul operations begin, surface treatment must be applied. Until that time, sprinkling will be an acceptable means of dust control.
- C. If surface treatments prove to be inadequate, an asphalt surface shall be applied. This shall be applied at such time as surface treatments fail to prevent surfacing losses and effective fugitive dust control. This shall occur no later than 40 months after coal haul commences, if these conditions exist.
- D. The segment of roadway from the shoulder of Forest Highway 7, Station 10+50 thru Station 13+00, shall be asphalt surfaced by October 1, of the first construction season.

MAINTENANCE REQUIREMENTS

EXHIBIT I

Road Maintenance. Road maintenance is defined as the performance of work on the entire road facility commensurate with Permittee's use. This work consists of restoration and preservation of surface, shoulders, roadsides, structures, drainage, sight distance, and such traffic control devices as are necessary for prevention of excessive erosion damage to the facility and adjacent lands.

- I. **Description.** Maintenance work to be done currently during the periods of use by the Permittee shall include:
 - A. Removal of slides, boulders, which obstruct safe sight distance.
 - B. Adequate blading and shaping of roadway surfaces and ditches to maintain the original cross sections.
 - C. Removal of earth and debris from ditches and culverts so that the drainage systems will function efficiently at all times.
 - D. Prevention of excessive dusting of road surface materials.
 - E. Repair of damages to fences, cattleguards, culverts, and other roadway structures, including traffic regulatory and directional signs.
 - F. Restoration of eroded fills and repair and protection of shoulder berms, berm outlets, stabilized waterways, vegetated slopes, and other erosion control features.
 - G. Removal of snow from roadway surface.
 - H. Replacement of roadway and/or surfacing material worn out and lost through use of the roadway.
- II. **Performance.** All items of maintenance work shall be done currently as necessary to insure safe, efficient transportation and to protect roads, streams, and adjacent lands from excessive damage. Work shall be done in accordance with the following minimum standards of performance:
 - A. **Removal of Material.** Earth, rocks, trees, brush, and debris removed from roadways and ditches shall not be deposited in stream channels or upon slope stabilization and erosion control features. Areas for disposal will be designated by the Forest Service prior to deposition.
 - B. During roadway blading and shaping operations, banks shall not be undercut nor shall gravel or other selected surfacing material be bladed off the roadway surface. The original crown or slope of the road shall be preserved. Mud, debris, and oversize material shall be deposited outside the roadway by hand or by careful blading, and these materials shall not be mixed with the road surfacing material.

ITEM 11-3

- C. Ditches, culverts, drop inlets, trash racks, downspouts, and splatter structures shall be kept clear of earth, slash, and other debris so that drainage systems will function efficiently during, and immediately following, periods of road use by Permittees. This includes correcting and eliminating causes of erosion or plugging of the structure, and actual repair of the structure and riprap if damaged.
- D. Fugitive dust shall be controlled to prevent hazardous driving conditions or loss of road surface or binder material. The Permittee shall control such dusting by sprinkling, surface treatments, and/or bituminous pavements. See Clause 2-1 for schedule.
- E. Permittee shall promptly repair all damages, caused by the Permittee's operations, to the road surface or to any structures in or adjacent to the roadways.
- F. Any washing or settling or roadway fills shall be corrected promptly to prevent additional soil erosion or roadway damage. Shoulder berms, berm outlets, and stabilized waterways shall be protected during road maintenance operations and, if damaged, such structures shall be promptly restored to their original condition including repair and reseeding of vegetation established to control slope erosion. No earth, rocks, or other debris shall be deposited upon any roadside slope stabilization structure or feature.

G. Snow Removal

1. Requirements

- a. Before any snow removal can begin, advance notice must be given prior to the starting of snow removal operations.
- b. Equipment - The equipment should be in sound operating condition, be equipped with angle blade or adequate grousers or traction tires, and be operated by a fully qualified operator.

c. Removal

Width - Snow will be removed to the full width of the road plus any turnouts and ditch lines. Through-cuts will be allowed only after snow depths exceed the height of the cab or across flat ground. Disposal shall always be to the outside or downhill side of the road.

Outlets - Outlets for surface runoff shall be placed in all snow through cuts at points where water can flow off the road surface at the following intervals:

8% or less grades - 500 feet center to center minimum.

8% and up grades - 300 feet center to center minimum.

ITEM 11-3

Snow Floor - a four- to six-inch snow floor shall be left on the road bed to prevent removal of road bed surfacing.

Cattleguards - Crawler tractors will not be operated across cattleguards.

Culvert Cleaning - Culvert heads and outlets shall be cleaned of snow pack by hand.

Tree Damage - Snow should not be pushed, blown, or stacked on trees along the roadside. Care will be taken to avoid scarring trees with equipment.

2. Travel

- a. The road may be used while the snow floor remains intact or under frozen conditions.
- b. All travel must cease when temperatures allow the road to thaw and rutting of the road surface is occurring.
- c. This closure will be in effect until the surface dries or refreezes.

3. Inspections

- a. An equipment inspection may be made prior to the starting of operations.
- b. A first day of operation inspection will be made to insure compliance.
- c. Intermittent inspections may be made during snow removal operations.
- d. Final inspection will be made to check for full compliance and damages.

ITEM 11-3

Bond Determination Genwal Coal Company - Road Use Permit CRANDALL CANYON ROAD

USFS ESTIMATE
SHOULD BE
HIGHLIGHTED
IN CHPT. 3

Total bond will be in an amount equal to the construction cost of the bridge and an amount which the Forest Service feels would be required to reestablish the road area if the operator, for some unforeseen reason, began operations and then abandoned the project.

The total length of the project is 1.5 miles \pm . If this area were completely torn up and abandoned, I feel we could reestablish the road with our loader, dozer, and truck crew in 20 working days and our motor patrol crew for 3 days. In the worst case, all the drainage would be disturbed and would have to be replaced. From the road plans, there are 10 20-inch culverts to be installed, 1 30-inch culvert, 1 48-inch culvert, and 1 9'6"x6'5" culvert with headwalls. These culverts would constitute all the materials which we would have to supply, along with equipment and manpower to reestablish the road.

1. The cost for reestablishing the road is itemized as follows:

Manpower:

Engineer	20 days @ \$118.60	= \$ 2,372.00
3 Laborers	20 days @ 70.80 x 3	= 4,248.00
3 Operators	20 days @ 173.00 x 3	= 10,380.00
1 Laborer	3 days @ 70.80	= 212.40
1 Operator	3 days @ 173.00	= 519.00
Subtotal		\$17,731.40

Equipment: (Based on Region 4 Cost Engineering Guide)

Dozer	150 hours @ \$ 45.00	= \$ 6,750.00
Loader	150 hours @ 40.00	= 6,000.00
Pickup	20 days @ 52.00	= 1,040.00
Fuel Truck	20 days @ 150.00	= 3,000.00
Roller	150 hours @ 61.60	= 9,240.00
2 End Dumps	50 hrs. ea. @ 50.30	= 5,030.00
6-Pack Crew Rig	20 days @ 80.00	= 1,600.00
Motor Patrol	30 days @ 55.00	= 1,650.00
Subtotal		\$34,310.00

Materials:

10 - 24" x 40' cmp = 400 feet	@ \$ 9.43 =	\$ 3,772.00
1 - 30" x 40' cmp = 40 feet	@ 11.50 =	460.00
1 - 48" x 40' cmp = 40 feet	@ 18.40 =	736.00
1 - 9'6" x 6'5" x 65' = 65 feet	@ 90.00 =	5,850.00
2 - Headwalls w/slope paving	= 13 yards @ 250.00 =	<u>3,250.00</u>
Subtotal		\$14,068.00

Seeding and Mulching:

9 acres @ \$400/acre	\$ 3,600.00
----------------------	-------------

2. Cost of double-lane bridge, includes all labor, supervision, materials, necessary bonds, and miscellaneous. \$95,452.00
(Permittee's estimate)
- Rounded \$95,000.00

3. Summary:**1. Road reestablishment:**

Manpower	=	\$17,731.40
Equipment	=	34,310.00
Materials	=	14,068.00
Seeding and Mulching	=	3,600.00

2. Bridge	=	<u>\$95,000.00</u>
-----------	---	--------------------

TOTAL		\$165,009.40
-------	--	--------------

Rounded for Bonding**\$165,000.00**